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SF-1442 COVER SHEET

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REQUEST FOR QUOTATIONS – CONSTRUCTION  
RFQ # 19TC1020Q0007

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead, and profit in AED (United Arab Emirates Dirham)	
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A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

1.0 INTRODUCTION

1.1 The U.S. Embassy, Abu Dhabi requires the services of a qualified Contractor to construct precast reinforced concrete planters off-site and install them outside perimeter of the US Embassy Compound, Abu Dhabi as indicated in the drawings. These planters are add-on security feature to the U. S. Embassy Compound, Abu Dhabi, UAE. The Contractor shall carry out the activities described as follow.

- a) Carefully read the provided layout plan and its associated drawings. Inspect the Proposed area that requires installation of pre-fab concrete planters and understand the requirement.
- b) Submit method statement, BOQ, materials catalogs/cut sheets and proposed work schedule for all the requested works with the cost proposal.
- c) Once the Contract is awarded submit final drawings, submit method statement, BOQ and work schedule. Once approved by Embassy NTP (notice to proceed) will be issued to the Contractor. Then, Contractor shall construct the concrete planters off-site, per approved design submittal.
- d) Demolish the identified three existing planters (one near CAC1 municipality car parking entrance and other two in CAC2 new parking area) along with the

- concrete pad and appropriately terminate the wire rope installed beneath the existing planters.
- e) Install the new pre-cast planters at site, per approved work schedule.
  - f) Install 4-16mm wire ropes through 50mm PVC sleeve in the planters and connect all new planters by clipping sufficiently and then covered with a concrete pad.
  - g) Install an array of three rope links running between newly installed planters exterior surface, as an intruder protection.
  - h) Do water proofing as detailed in the drawings, fill in sweet-soil, supply and plantation of new plants for all new 17 planters.
  - i) Remove the existing plumbing lines, plants and soil from the existing planters (total 11 Nos), as identified in the drawing. Connect new plumbing lines from the new pump skid, do water proofing, fill-in soil, plantation of new plants in the 11 old planters.
  - j) Supply, install and commission the suitably sized booster pump & panel. Supply and install aluminum louvre enclosure for tank and pump
  - k) Supply, install and commission the Drip Irrigation Control Panel, Zone valve and extension of supply lines. Balance the water flow for each planters, as required.
  - l) Extend electrical power from Embassy identified source for pump skid, Drip Irrigation control and automatic zone control solenoid valve, complete electrical wiring and test the equipment.
  - m) Demolish the existing sanitary sewer manhole and gully trap near CAC2 police booth and rebuild new and provide appropriately sized graded cover.
  - n) Three electrical manholes with 3Nos. of each 2" schedule 80 pipes shall be installed, as shown in the drawing.

## 2.0 GENERAL REQUIREMENTS

- 2.1 The U.S. Embassy, Abu Dhabi requires the services of a qualified Contractor to survey the site to construct pre-cast reinforced concrete planters off-site and install them outside perimeter of the US Embassy Compound as indicated in the drawings. The Contractor is also responsible for the works include but not limited to install 4-16mm wire ropes and link all new planters, demolishing two existing planters, installation of array of three ropes for intruder protection links between each planters, water proofing of planters, fill in sweet soil and supply, installation of new plants, supply installation and commissioning of suitably sized booster pump panel & enclosures, Installation of Drip Irrigation Control Panel & enclosures, Zone valve and extension of power supply lines. Refer this SOW section 3.0 for details.
- 2.2 The Contractor shall provide cost proposal to supply and install pre-cast concrete planters, materials, logistics, utilization of crane, trucks, & forklift, PPEs, supervision, administration and profit required to complete the installation. The Contractor shall be responsible for hiring labor, vendors and necessary approvals from concerned local authorities and follow security and safety directives as explained by the Embassy.
- 2.3 This Statement of Work (SOW) includes specifications and drawings to provide specific details of the work to be done. The SOW, specifications and drawings are complementary

and any item of work mentioned in any of these documents are part of the project unless specifically noted otherwise.

- 2.4 The Contractor shall coordinate with the Embassy personnel to assure all minor details of this project are planned and executed according to all U.S. Department of State Safety and Security regulations, applicable codes and standards.
  - 2.5 The Contractor shall carry out the construction work in accordance with directions from the Contracting Officer (CO) or Contracting Officer's Representative (s) in such a manner that Embassy operations and/or the vehicle/pedestrian road traffic is not compromised.
  - 2.6 The Contracting Officer's Representative (COR) or his representatives from Embassy may require visiting off-site location few times to review the progress of planters' construction /quality of materials being used for construction and to approve the construction work of planters.
  - 2.7 The Contractor shall construct new planters only after obtaining approval by Embassy.
  - 2.8 The Contractor personnel may require working under escort / supervision of Embassy personnel.
  - 2.9 The materials that are delivered at the site may involve review and inspection by the Embassy personnel. The Contractor is required to use only the Embassy approved quality materials. If found the delivered materials are of sub-standard quality in nature then the work will be stopped. The Contractor shall continue the work only after obtaining re-inspection/approval for the newly delivered materials from Embassy.
  - 2.10 The Contractor shall be admitted to the area that are designated to execute the requested work as in the contract, as indicated by the Embassy COR.
  - 2.11 All the work required to execute this contract must be completed as professionally, expeditiously and efficiently as possible, within a negotiated firm fixed price and performance period.
  - 2.12 The Contractor shall be responsible for safe keeping the work area clean at all times. The work area shall be cleaned every day before the construction staff leaves the work-site for the day. The Contractor is required to collect and dispose waste materials/construction debris from the work area on timely basis to the authorized waste collection site, at Contractor's cost.
- 3.0 SPECIFIC REQUIREMENTS OF THE WORK

### **Installation of pre-cast planters**

- 3.1 The precast concrete planters are of the size of 2.44m in length 1.22m in width and 1.02m in height. The base thickness of the planter shall be of 300mm thick. The wall thickness shall be 250mm except the wall which is facing the attack side which will be 300mm in thickness. The attack side is clearly identified in the provided drawings. During construction provisions shall be kept for drain pipes (weep holes) 2 Nos. to connect free flow drain interconnection pipes between planters and 50mm PVC pipe to run the 4-16mm wire ropes. For these holes embed PVC pipes as per given sizes.
- 3.2 The planters should be properly reinforced as per given drawings. The reinforcing steel shall be deformed steel confirming to ASTM A615 grade 60 or BS 4449/97 GR 460B T2 standards. The reinforcement bars shall be epoxy-coated.
- 3.3 Concrete shall be of Portland gray cements confirming to ASTM C-150 Type 1. Air content shall be between 5-6%. Concrete shall meet minimum compressive strength of 3000 psi at 28 days and 40newton water proofing quality. The contractor shall provide concrete test results to the Embassy COR for 7 days and 28 days testing.
- 3.4 The drain pipes (weep holes) shall be 1” in diameter on both sides. The drain pipes shall be properly installed/sealed to avoid any leak around the pipe. The pipe at the opposite side of the attack side shall be extended from each planter in such a length interconnecting the free discharge pipes between the planters are possible. There is no need of inter-connecting drain pipes at the attack side.
- 3.5 There are total of 17 planters placed at 1000mm intervals. This spacing may be adjusted to suit site conditions but the spacing cannot exceed 1000mm at any given place but can be lesser. Some of planters shall be placed on soil and remaining on pavers. In some cases when planter is placed on top of the pavement part of it might / could extend toward the soil area or spacing left for future plants. The planters shall be equipped with lifting lugs cast in concrete suitable for the weight of the planter.
- 3.6 The planter details that are used in the Embassy submitted reference drawings are K4 and K4C. The planters K4 are regular ones and K4C are corner ones. Refer submitted drawing details for its construction and spacing requirement of the planters.
- 3.7 It is the contractor’s responsibility to check / verify with the Abu Dhabi municipality for the location of existing underground buried utility lines to avoid any disruption of services.
- 3.8 The exterior of the planter should be of smooth sandblast concrete finish in natural gray in color. The paint shall be BRI-741 Jotasheild color extreme matt, exterior paint (Jotun brand).
- 3.9 The contractor shall provide transport and required lifting equipment not limited to crane and placing planters for a maximum spacing of 1000mm at any given place. The placement of the planters shall be done with the close supervision of an Embassy representative appointed by the contracting officer (CO). The contractor shall provide all

the necessary tools, equipment and generator / compressor to provide power for all electrical and pneumatic equipment which will facilitate to place planters on its place. The contractor shall also provide all temporary facilities for the construction workers.

- 3.10 During lifting and placing the planters care should be taken not to damage the planter edges or any surface which will have an adverse effect at the appearance of the planter. The contractor shall provide a method for lifting and placing the planters which will be prior approved by the contracting officer.
- 3.11 Prepare the site as needed for successful installation of planters and to complete all the requested works as detailed in this scope.
- 3.12 Isolate/cap the existing 2" HDPE plumbing extension line from the adjacent planters across the roadway that feeds the existing planters by the CAC2 host nation police booth.

**Demolish the three existing planters along with the concrete pad**

- 3.13 There are three planters require demolition. They are: one near CAC1 municipality car parking entrance and other two in CAC2 new parking area. Before demolishing the three identified planters, break the existing reinforced concrete pad with precaution to prevent loosening of concealed wire ropes and damages to the adjacent planters/structures. Clear all the debris of the RCC pad.
- 3.14 Cut the ropes with enough loose in such a way new 4 Nos. of fist clips shall be installed. Install required fist clips as shown in the drawings.
- 3.15 Demolish and dispose the three identified planters along with the concrete pad as mentioned in the drawings, without making any damages to the adjacent planters/system.
- 3.16 Secure the newly installed fist clips and its connection. Appropriately terminate the wire rope (120 KIPS MIN breaking strength) installed beneath the existing planters (where the two planters required removal). Cast 300mm thick RCC pad at site on the fist clips and form suitable RCC pad.

**Install 4-16mm wire ropes to connect all new 17 planters**

- 3.17 Once the placement of the planters is complete all the planters to be connected together with a wire rope meeting ASTM 1023 standards. For this purpose, use 4 Nos. 16mm cables instead of one cable for easy manipulation and installation. Use single length cables to connect the planters and at either side of each planter two cables shall be clipped with fist grip clips. This is to be done for each and every planter excluding the corner planter for alternate cables as shown in the drawing.
- 3.18 Provide 4 nos. of fist grip clips at each end of planter array and cable should be cut leaving a length of 300mm after the last fist grip clip.

- 3.19 The cables connecting the planters and the corner planter cable which projects 300mm outwards to be covered with screed cement concrete per details in the drawings.

**Installation of intruder protection metal ropes between planters' exterior surface**

- 3.20 Once installation of planters is completed, install an array of three stainless-steel metal ropes between planters' exterior surface, as shown in the submitted drawings.
- 3.21 The stainless-steel metal ropes shall be multi-strand 316 L and of one single length (no joints) and properly secured against at the planters by using suitable Hilti SS 8mm Anchors.
- 3.22 The installed ropes shall not be too sag and can match the rope installation of the adjacent parking slot of U. S. Embassy parking area planters.
- 3.23 The ends of each rope at each side shall be properly secured and a high-quality PVC nylon transparent sleeve to be provided to its full length of the rope.

**Installation of booster pump & panel and enclosure for tank and pump skid**

- 3.24 Contractor is required to supply and commission the suitable one duty + one standby booster pump, pressure tank, pressure switch and its control panel at the designated location. Refer submitted material specification for recommended size of the pump.
- 3.25 The pumps shall be rated 250lpm / Head 10m, single phase 240volts, AC, 50Hz power supply. Specification of the skid shall meet as below:

**Booster pump skid with controller**

- Pump-Davey HM 160-19 /230V/ 50Hz or approved equal- one working and standby /pump skid or equal flow rate, 250 liter/meter, Head 10 m
  - Accumulator/Pressure tank -Challenger 100 liters or approved equal.
  - GRP Sectional tank with steel base, Brand: Bridgestone or Sekisui or approved equal, Size: 2 x 2 x 2 m, 1760 Imperial Gallon
  - Irrigation controller & Valves: Rain bird or approved equal-
  - Drainage Manhole covers and Gully trap covers: Stanton – Medium duty Double seal with GRP seal plate
- 3.26 All 63mm HDPE ring main pipes shall be installed appropriately 600mm below ground level. Refer submitted drawing for details.
- 3.27 The below-ground irrigation water pipes (PE) need to be laid before the subbase earthwork. The contractor shall coordinate and start the pipework parallel to the earthwork contractor and the pipes needs be hydro-tested.

- 3.28 The power supply shall be extended from the Embassy identified source and it is the responsibility of the Contractor to extend the power from the source to the panel.
- 3.29 Supply and install aluminum louver enclosure for tank and pump
- The enclosure shall have (dimension of 1500x2100Ht) lockable louvered access double door
  - The enclosure shall have 50x50x3 aluminum columns (3000ht) and aluminum louvers shall be fixed to the column (3000ht)
  - 100 mm x 1.3 mm thick aero foil louvers to be fixed in the 100 mm louver frame with clip in the position of 80% direct visual screening effect
  - 100 mm square aluminum post to be installed in every 4 to 5-meter distance and it needs to be anchored in the floor
  - Topside of the rectangular enclosure to be opened and tied/braced squarely from the top to protect it from the wind
  - Anodized/powder coated aluminum shall be used and the color to be selected later
  - Refer submitted drawing for specification of the aluminum louvre enclosure, concrete footing and installation, as illustrated.

**Installation of Drip Irrigation Control Panel, Zone valve and extension of supply lines**

- 3.30 The Contractor is required to install Rain Bird or approved equal brand two zones Drip irrigation panel. The power supply of the Drip Irrigation panel shall be rated single phase 240volts, AC, 50Hz power supply.
- 3.31 Zone 1 shall be programmed to control zone supply solenoid valve#1 which shall be accommodated in an appropriately sized ground chamber box. The supply line shall be appropriately sized. Control wiring shall be extended from the control panel to the ground chamber box. Zone 2 in the control panel is for future use/spare.
- 3.32 Extend the supply line to each planter box and each planter box shall be supplied with properly reduced drip hose with four drip nozzles and a drip regulating valve.
- 3.33 Drain pipes from all the planters shall be connected and routed to soak pit/s, as advised. It is the responsibility of the Contractor to provide soak pits and suitable vehicle grade metallic grill / cover for the soak pit/s.
- 3.34 The specification of pipes shall meet the following standard:
- a. Potable water supply
    - Potable water supply pipes GF-PE100 –SDR11/PN16
    - Potable water fittings- GF-PE100-PN16- Electrofusion
    - Planters water valves GF -PE 100 Eco fit
  - b. Control valves (Near pump& water tank): Nibco Bronze PN 25
  - c. Drainage pipes and fittings



- UPVC pipes GF- Class 16/Class E
- UPVC GF Pressure fittings

- 3.35 The below-ground irrigation water pipes (PE) need to be laid before the subbase earthwork. The contractor shall coordinate and start the pipework parallel to the earthwork contractor and the pipes needs be hydro-tested.
- 3.36 Upon commissioning of the irrigation system, program the zone valve in the drip irrigation panel and test for proper function of the panel and test for proper drips in the planters and repair, f any leaks noticed.

#### **Sweet-soil filling and supply and plantation of new plants**

- 3.37 All the planters to have diagonal corner wire mash end cap in 50mm PVC drain pipe covered with gravel for pipe drainage. Fiber Glass filter fabric shall be used. Refer submitted drawing for more detail.
- 3.38 All newly installed planters shall be filled with sweet soil with appropriate mixture of composite, NPK (nitrogen-phosphorus-potassium) and urea.
- 3.39 The ratio for the composite shall be every 2.5cubic meter of sweet soil with 1 bag of composite.
- 3.40 NPK and Urea shall be in the range of 50-60grams/cubic meters.
- 3.41 Remove the existing plumbing lines, plants and soil from the existing planters (total 11numbers) that towards CAC2 main entrance, as identified in the drawing. Connect new plumbing lines from the new pump skid, remove the existing and do new water proofing, fill-in soil and do plantation of new plants in the planters.
- 3.42 The proposed plants shall be 1. Sesuvium portulacastrum, Common name: Sea purslane, common carpetweed, shoreline sea purslane. 2. Bougainvillea - Pink. The supplied shall be of good healthy and be planted in the planters as directed.

#### **Modification of existing gully trap**

- 3.43 Existing drainage manhole and gully trap near CAC 2 police booth should be demolished and rebuild with RCC, and the access cover to be medium-duty ductile iron double seal with GRP seal plate. The size of the new gully trap shall match the adjacent ones.

#### **Install three manholes with interconnecting sleeves**

- 3.44 Three electrical manholes with 3Nos. of each 2” schedule 80 pipes shall installed, as shown in the drawing. Provide suitable metallic covers for all three electrical manholes.

- 3.45 The electrical manholes shall be RCC 600x600x300 deep and interconnected with 3 Nos. of 2" schedule pipes.
- 3.46 The Contractor is required to form the cable sleeve route from the CAC2 external DB location and to the new RCC manhole as shown in the drawing.
- 3.47 The Contractor is required to form the cable sleeve route from the last manhole location to the proposed police booth location.
- 3.48 Construction materials shall be removed and disposed as per Abu Dhabi municipal council rules and regulations. The contractor must ensure that removal and disposal of debris should be done in a timely manner so that it will not disturb the routine maintenance work and other activities of the Embassy and will not cause overflow of disposable materials in the parking space or in any location.
- 3.49 The contractor shall be responsible for keeping the work area clean at all times. The work area shall be cleaned every day before the construction staff leaves the work for the day. The Contractor shall address the impact of the construction and consequent disruption caused by the proposed construction.
- 3.50 Working time for the project shall vary depending on the type of work to be completed. Normal work hours will be 8:00am through 5:00pm.
- 3.51 The contractor shall make arrangement for distribution of utilities as required for execution of the work of the project. The contractor shall regulate the construction traffic to avoid unnecessary movement of personnel in areas other than those designated for construction.
- 3.52 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. Total period of performance for project completion shall be fourteen (14) weeks from the date of the initial Notice to Proceed (NTP). Please note that it is the Government's intention to issue multiple Notices to proceed, one for each phase of the project.
- 3.53 The Contractor shall be required to verify the site conditions and notify the Contracting Officer of any potential changes in method or detail of construction. The contractor shall prepare drawings for the changed conditions and provide construction details to match the site conditions and submit for approval to the Contracting Officer.

#### 4.0 CONTRACT ADMINISTRATION

- 4.1 The Contractor shall not perform work that is outside the SOW unless directed in writing by the CO (Contracting Office). Any work done by the Contractor outside the SOW without direction from the Contracting Office will be at the Contractor's own risk and at no cost to the Embassy.

- 4.2 The Contracting Office shall issue a Notice to Proceed (NTP) after necessary approval to begin performance under the work.
- 4.3 The COR (Contracting Officer's Representative) from Facility Management office will perform administration and technical guidance of this contract. The COR shall coordinate schedule, approve cost proposal, inspect work, monitor progress, accept completed work, review and approve invoices. The COR has the authority to direct the Contractor to stop performance of work if unsafe work conditions are observed.
- 4.4 The COR has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the US Embassy Abu Dhabi requires time for official functions, or is in possession of specific credible information indicating that the lives of US Embassy Abu Dhabi personnel are immediately threatened and that the execution of the project will increase the US Embassy Abu Dhabi vulnerability. The total period of performance for project completion shall be not more than fourteen (14) weeks.
- 4.5 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The US Embassy Abu Dhabi may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the US Embassy Abu Dhabi that is directly related to the performance of such service or terminate the contract for default.
- 4.6 The US Embassy Abu Dhabi has the right to terminate this contract for convenience at any Phase in whole, or from time to time, if the Contracting Officer determines it is in the interest of the US Embassy Abu Dhabi.
- 5.0 RESPONSIBILITY OF THE CONTRACTOR
- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all drawings, specifications, construction and other services furnished under this contract.
- 5.2 The Contractor shall assign a Supervisor / Coordinator to represent the Contractor and to manage the performance of work at site.
- 5.3 The Supervisor / Coordinator shall have adequate English language skills to be able to communicate with CO and COR.
- 5.4 The Contractor shall provide As-Built documents for the project upon completion of the works. All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor shall assure that the replacement parts are readily available.
- 5.6 The work shall be performed by the Contractor's personnel who should be trained and experienced in accomplishing the specific trades of the work, at the desired quality.
- 5.7 The Contractor shall carryout all requested activities described in the SOW and in case Contractor deutes portion of the activities to a sub-contractor; then this should be done by prior approval from the requesting office representative/s.
- 5.8 The Contractor shall bear complete responsibility and management control for the sub-contracted services and shall not depute the sub-contractor to represent the Contractor in dealings with the Embassy.
- 5.9 Abu Dhabi Municipality or a third party Contractor will complete the ground levelling and tiling work for the entire new parking area. The Contractor of this contract shall be allowed to start the work before or after completion of the ground levelling and tiling work, as mutually agreed between the Embassy and the Contractor.
- 5.10 It is the responsibility of the Contractor to lay new tiles/construct curbs at Contractor's cost matching to the existing ones for the damages caused by negligence of the Contractor and/or proposed modification works that are identified as a part of this scope.
- 5.11 It is the responsibility of the Contractor to review the site conditions and carry out all the requested works meticulously, as needed. There may be underground service/utility lines passing through below the work area and hence appropriate care should be taken while excavating the ground. It is recommended using only manual excavation and using any other means are not authorized. If justified an approval is required from concerned authority prior proceeding any excavation/other associated works, then the Contractor shall obtain necessary approval from them at Contractor's cost. In such case, the Contractor is required to notify COR on Contractor's communications between the approval authorities, on timely basis.
- 5.12 The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link:  
[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1\\_English\\_2003.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf)
- 5.13 The Contractor shall promptly report all mishaps / accidents at site to the Facility Management office.

- 5.14 The Contractor shall prepare and implement a quality management plan specific to the SOW, along with the cost proposal. A copy of the quality management plan shall be provided to the COR for reference.
- 5.15 The Contractor shall provide all equipment and materials required to perform the standard services as specified in this contract.
- 5.16 The Contractor shall comply with security requirements and be responsible for conduct of employees and subcontractors at work site.
- 5.17 The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.

## 6.0 EXECUTION OF WORK AT SITE

- 6.1 The Facility Management office personnel and the Contractor shall review the method statement submitted with the proposal, before the contract award, and agree to the execution plan.
- 6.2 The Contractor shall stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of each work-day. Keep the work areas clear of hindrances, trip hazards, and unused materials at all times. The Contractor shall be responsible for safe-keeping of materials and tools equipment at site. The Contractor shall use a lockable cabin/tool box to secure all the tools & equipment at the end of each work day, before leave the site.
- 6.3 No work shall begin at site until required manpower, equipment and materials associated to the requested works are 100% available at site. The Contractor shall cordon off the area by keeping appropriate signage before starting the requested works in order to avoid mishaps.
- 6.4 It is the responsibility of the Contractor to review the site conditions and carry out all the requested works meticulously, as needed. There may be underground service/utility lines passing through below the work area and hence appropriate care should be taken while excavating the ground. It is recommended using only manual excavation and using any other means are not authorized. If justified an approval is required from concerned authority prior proceeding any excavation/other associated works, then the Contractor shall obtain necessary approval from them at Contractor's cost. In such case, the Contractor is required to notify COR on Contractor's communications between the approval authorities, on timely basis.
- 6.5 The Contractor shall not damage any property or finished work outside of this SOW. Following completion of work, the Contractor shall remove signage from site. The Contractor shall repair all damages at the Contractor's expense.

6.6 It is the responsibility of the Contractor to provide temporary power and water required for the work.

6.7 The Contractor shall remove the debris and remnants and dispose it off from the work area on timely basis.

## 7.0 DELIVERABLE SCHEDULE

7.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve completion and acceptance of requested works within the contract period specified.

7.2 Once the contract is awarded, the Contractor shall submit final drawings, BOQ, final approvals from local authorities, permits, work schedule and risk assessment plan specified in this SOW, for approval by COR. NTP will be issued after review/approval of these submittals.

7.3 The Contractors' work shall begin at site no more than four (4) weeks after notification of issuance NTP. During this four week period, the Contractor is required to get all approvals and permits from local authorities. The entire project work shall be completed no more than ten (10) weeks after start of activities at site. Work shall proceed on Embassy business days only unless otherwise approved by the Contracting Officer's Representative. Total period of completion of the project work, after issuance of NTP shall be not more than fourteen (14) weeks.

7.4 General work hours shall be 8:30 AM to 5:00 PM, Sunday through Thursday. Work may be scheduled outside specified general work hours, if approved by COR, if escorts are available.

7.5 The COR shall provide the required format for Contractor to submit security clearance submittals in two days from date of PO is issued. Contractor shall return duly completed submittals in one week to start processing access clearances. NTP will be issued after security clearances.

7.6 The Contractor to submit workmanship warranty certificate for 12-month period for the completed works.

## 8.0 SECURITY REQUIREMENTS

8.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit information of the Emirates ID to get access approvals from security office. The Contractor personnel will be escorted on site by the Facility Management office personnel and shall always follow instructions of the escort.

- 8.2 The Contractor shall coordinate material and equipment deliveries with the COR who in turn will coordinate it with the Embassy Security office for access approval. The Contractor shall provide vehicle and delivery personnel information in advance.

## 9.0 PAYMENTS

- 9.1 This is fixed price lump contract. The Contractor may submit interim invoice to request for payment. The COR will review the invoice and upon fully completion of the requested service will process the invoice for further approval to the concerned office.

- 9.2 The Contractor shall specifically identify his/her last invoice as "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

## 10.0 DRAWINGS

- 10.1 Precast Concrete planter near police booth – multiple drawings are combined in a single PDF file

## 11.0 REQUIRED SUBMITTALS (to be submitted along with the cost proposal)

- a. Submit business proposal/profile of the contractor who executes the work. The proposal document shall be limited to five pages.
- b. Submit business proposal/profile of the sub-contractor/s, if the assigned sub-work activities are more than 20% of the project work. The proposal document shall be limited to five pages.
- c. Propose Project Manager for the work and confirm that who speaks/writes in English.
- d. Provide a copy of valid commercial license to authorize rendering the requested activities.
- e. Submit construction details and BOQ/material descriptions for following:
  - Planters
  - Manholes, covers and its interconnecting pipes arrangement
  - Gully trap and its cover
  - Water tank/pump room
  - Aluminum louvre enclosure and its concrete pad/s
- f. Provide a statement that you will get required approvals/permits from local authorities prior executing the project
- g. Provide specification and submit data sheets, catalogs/cut sheets for following:
  - Rope links to link all new planters and its fist clips
  - Intruder rope links and its mounting accessories
  - Water proofing inside planters
  - Booster pump, controller & its associated critical components
  - Drip Irrigation panel and its solenoid
  - Ground chamber Zone valve
  - Proposed armored copper cable between electrical distribution panel to the booster pump and drip irrigation panel

- h. Provide standard warranty for the materials, pump, control panel units, aluminum louvre enclosure, other critical components and workmanship.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

-RESERVED-

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

- (a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
  - (1) do not interfere with the intended occupancy or utilization of the work, and
  - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of



responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## E. DELIVERIES OR PERFORMANCE

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **20 calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **98 days** after NTP.

The time stated for completion shall include final cleanup of the premises.

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **AED 1,500.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

#### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
  - (1) Extend the completion date or obligate the Government to do so,
  - (2) Constitute acceptance or approval of any delay, or
  - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

### NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

### NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

### WORKING HOURS

All work shall be performed during **8:00 AM to 5:00 PM, Sunday through Thursday**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

### PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **U.S. Embassy Abu Dhabi** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of	COR

		each month	
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is **Contracts Management Specialist**.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate and the Workmanship Guarantee attached.

The Contractor shall address invoices and any invoice queries to the US Embassy Abu Dhabi Financial Management Center via email at [USMissionUAEInvoices@state.gov](mailto:USMissionUAEInvoices@state.gov). Hard copy invoices will not be accepted.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. **A bank guarantee shall be provided for this.**

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN AED	
Cumulative	<b>1,500,000.00</b>
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN AED	

Cumulative	<b>1,500,000.00</b>
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G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Emirates ID number  
Passport number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

- G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

#### G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:



- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

#### G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

#### H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl) to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

- 52.204-18      COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE  
(JUL 2016)
- 52.204-19      INCORPORATION BY REFERENCE OF REPRESENTATIONS AND  
CERTIFICATIONS (DEC 2014)
- 52.204-25      PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2019)
- 52.209-6      PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED  
OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-9      UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING  
RESPONSIBILITY MATTERS (JUL 2013)
- 52.213-4      TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN  
COMMERCIAL ITEMS) (JAN 2020)
- 52.216-7      ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.222-1      NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19      CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES  
(JAN 2018)
- 52.222-50      COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18      ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING  
WHILE DRIVING (AUG 2011)
- 52.225-13      RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14      INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION  
OF CONTRACT (FEB 2000)
- 52.228-3      WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)  
JUL 2014
- 52.228-4      WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE  
OVERSEAS (APR 1984)
- 52.228-5      INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2018)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.246-26	REPORTING NONCONFORMING ITEMS (DEC 2019)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>

52.249-10     DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14     EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70     DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE PROCEDURES (MAY 2011)

- (a)     The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b)     The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-71     PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.  
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

- (a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not

limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

- (b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.
  - (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
  - (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
  - (3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified

by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	12



J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English; Offeror shall submit resume/evidence.
- (2) Have an established business with a permanent address and telephone listing; – Offeror shall submit evidence;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Provide audited financial statement for the past three years
- (9) Have no adverse criminal record; and
- (10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	3
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	3

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

U.S. Embassy Abu Dhabi
Embassies District, Street No. 18

Airport Road, Abu Dhabi
United Arab Emirates (UAE)

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "Gantt/bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This Gantt/bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the Following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; submit resume of the field Superintendent. Confirm that who understands written and spoken English.
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
- (4) Submit business proposal/profile of the sub-contractor/s, if the assigned sub-work activities are more than 20% of the project work. The proposal document shall be limited to five pages.
- (5) Provide a copy of valid commercial license to authorize rendering the requested activities.
- (6) Submit construction details and BOQ/material descriptions for following:
  - Planters
  - Manholes, covers and its interconnecting pipes arrangement
  - Gully trap and its cover
  - Water tank/pump room
  - Aluminum louvre enclosure and its concrete pad/s
- (7) Provide a statement that you will get required approvals/permits from local authorities prior executing the project
- (8) Provide specification and submit data sheets, catalogs/cut sheets for following:
  - Rope links to link all new planters and its fist clips
  - Intruder rope links and its mounting accessories
  - Water proofing inside planters
  - Booster pump, controller & its associated critical components

- Drip Irrigation panel and its solenoid
  - Ground chamber Zone valve
  - Proposed armored copper cable between electrical distribution panel to the booster pump and drip irrigation panel
- (9) Provide standard warranty for the materials, pump, control panel units, aluminum louvre enclosure, other critical components and workmanship.
- (10) Provide a copy of audited financial statement for the last three years
- (11) Submit a risk assessment plan specific to the requested work activities of scope.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (12) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (13) Contract number and type;
- (14) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (15) Brief description of the work, including responsibilities; and
- (16) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for **July 5, 2020 at 10:00 am.**
- (c) Participants will meet at **U.S. Embassy Abu Dhabi.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: **Less than \$ 165,000.00**

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government Entity (Federal, State or local);

- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_  
(End of provision)

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.



(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

L.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

52.204-24      REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS  
AND VIDEO SUVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(End of provision)

ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place [       ]

Date [       ]

Contracting Officer  
U.S. Embassy, **Abu Dhabi**  
**P.O. Box 4009, Abu Dhabi - UAE**

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution:           ***[name]***          

Address: \_\_\_\_\_

Representatives: \_\_\_\_\_

Location: \_\_\_\_\_

State of Inc.: \_\_\_\_\_

Corporate Seal: \_\_\_\_\_

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD  
(5) PROFIT (6) TOTAL

1. General Requirements  
2. Site Work

3. Concrete  
4. Masonry

5. Metals  
6. Wood and Plastic

7. Thermal and Moisture  
8. Doors and Windows

9. Finishes  
10. Specialties

11. Equipment  
12. Furnishings

13. Special Construction  
14. Conveying Systems

15. Mechanical  
16. Electrical

TOTAL: \_\_\_\_\_

**AED**

Allowance Items:

PROPOSAL PRICE: \_\_\_\_\_

TOTAL: **AED**

Alternates (list separately; do not total):

**Offeror:** \_\_\_\_\_ **Date** \_\_\_\_\_

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS



ATTACHMENT #3 – DRAWINGS  
(attached 12 pages)